

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

CENTURA HEALTH

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Centura Health located at 9100 E. Mineral Circle, Centennial, Colorado 80112, beginning on November 19, 2018. OFCCP found Centura Health failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60.

OFCCP notified Centura Health of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on April 12, 2021.

In the interest of resolving the violations in exchange for sufficient consideration described in this document, OFCCP and Centura Health enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Centura Health's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Centura Health violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Centura Health's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Centura Health will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Centura Health of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing

regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Centura Health agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the New Orleans District Director.
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Centura Health submits its final progress report required in Section IV, below, unless OFCCP notifies Centura Health in writing before the expiration date that Centura Health has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Centura Health has met all of its obligations under the Agreement.
10. If Centura Health violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Centura Health a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Centura Health shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Centura Health is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by Centura Health, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
 - b. Centura Health may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
11. Centura Health does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period January 1, 2017 through June 30, 2018, Centura failed to collect and maintain personnel or employment records in accordance with the requirements of 41 CFR 60-1.12, 60-3.4 and 60-3.15. Specifically, Centura failed to capture the race, gender, and ethnicity of all job seekers.

REMEDY: Centura agrees to ensure that its records are collected and maintained in accordance with regulatory requirements. Centura agrees to implement an adequate system to extend the invitation to self-identify to all individuals who apply for employment. Additionally, for any record made, Centura agrees to accurately capture the race, gender, and ethnicity of each employee and, where possible, each job seeker or internet applicant. Centura agrees to maintain records or other information that will disclose the impact the company’s selection process has on employment opportunities of persons by identifiable race, gender, or ethnic group. Centura agrees to conduct an

adverse impact analysis on at least an annual basis for purposes of determining whether adverse impact exists against applicants and employees based on race, gender, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses must be done by job for each group constituting at least 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Centura agrees to evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Centura agrees to validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Centura Health agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Centura Health will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Centura Health Reports.**

a. **Schedule and Instructions.** Centura Health agrees to furnish OFCCP with the following reports during the Monitoring Period.

Pursuant to Violation 1, Centura Health will submit two semi-annual progress reports to OFCCP. The following information will be included in each semi-annual report:

1. A log of all job seekers during the relevant review period. This log will include name, race, gender and ethnic group; recruitment source; disposition; job group, position applied for; and position hired into, if applicable.
2. The total number of applicants and hires by job group, race, gender, and ethnicity during the reporting period, including part-time workers;
3. For each job group, the results of Centura Health's analysis as to whether its total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, on those members of groups set forth in 41 CFR § 60-3.4B. Centura Health must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period;
4. For each case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of Centura Health's evaluation of the individual components of the selection process for adverse impact; and/ or

5. The corrective actions Centura Health implemented upon determining that any component of the selection process has an adverse impact on a particular race, gender or ethnic group.

Centura Health will submit reports to Rachel M. Woods, District Director, OFCCP New Orleans District Office, 600 S. Maestri Street, Suite 606, New Orleans, LA 70130 and (b) (6), (b) (7)(C)@dol.gov. Centura Health and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Centura Health provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Centura Health believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Centura Health will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Centura Health of the FOIA request and provide Centura Health an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Centura Health's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Centura Health in writing within sixty (60) days of the date of the final progress report that Centura Health has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Centura Health within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Centura Health has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Centura Health personally warrants that he or she is fully authorized to do so, that Centura Health has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Centura Health.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Centura Health, located at 9100 E. Mineral Circle, Centennial, CO 80112.

(b) (6), (b) (7)(C)

SEBASTIEN GIRARD
Senior Vice President, Chief People Officer
Centura Health Corporation

DATE: 7/30/21

(b) (6), (b) (7)(C)

RACHEL M. WOODS
District Director
New Orleans District Office

DATE: 8/12/2021